

mislead consumers concerning a fact or circumstance material to a decision to purchase the product or service offered for sale. The focus of any inquiry in that regard is the likely effect of the act or practice on consumers. The seller's intent is immaterial. *Brown v. Bredenbeck* (1975), 2 O.O.3d 286.

In weighing the acts that are the subject of the Cranfords' complaint, the trial court relied on a rule recited in several appellate cases; that an act is deceptive if it "has the likelihood of inducing a state of mind in the mind of the consumer that is not in accord with the facts." *Id.*, at page 287. *Crull v. Maple Park Body Shop* (1987), 36 Ohio App. 3d. 153. This court employed the same rule in *State ex rel. Celebrezze v. Ferraro* 1989), 63 Ohio App. 3d 168, a case involving guarantees issued by a pest control company that were illusory. There, we found that "the guarantee in question...(has) the effect of lulling the consumer into believing that the services offered by Allied Pest are somehow guaranteed when such is not the case." *Id.*, at page 172.

Our holding in *Celebrezze v. Ferraro*, *supra*, underscores a factor implicit in the Consumer Sales Practices Act and the relief it offers. In order to be deceptive, and therefore actionable, a seller's act must not only be at variance with the truth but must also concern a matter that is or is likely to be material to a consumer's

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decision to purchase the product or service involved. A matter that is merely incidental to the choices a consumer must make when deciding to engage in the transaction is, therefore, not "deceptive" within the meaning of the Consumer Sales Practices Act or a basis for the relief that it offers, even though it is objectively untrue.

FIRST ISSUE PRESENTED FOR REVIEW

JOSEPH DID NOT VIOLATE O.R.C. § 1345.01 ET SEQ. WHEN IT BACK-DATED THE CONTRACT AND RELATED DOCUMENTS BY ONE DAY WHEN THE PURCHASE AND DELIVERY OF THE VEHICLE OCCURRED ON THE DATE INDICATED ON THE CONTRACT, AND THERE IS NO EVIDENCE THAT THE CONSUMER WAS NOT AWARE OF THE BACK-DATING.

The contract which Joseph wrote on February 18, 1994, was back-dated to February 17, 1994, the date the Cranfords initially purchased the ISUZU Trooper. The trial court found that there was no reason for the back-dating and that the Cranfords were totally unaware of it.

The date on which a written contract is signed is often material to the rights and duties which flow from the contract. In this instance, however, the back-dating has not been shown to have or be likely to have had any material effect on the Cranford's decision to purchase the vehicle or to assume the obligations imposed on them by the contract. It is apparent that the Cranfords wish to be no longer bound by their contract, but that desire, standing alone, does not cause the act of the seller in back-dating the contract to

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be a "deceptive act" for purposes of R.C. 1345.02. The one-day difference is merely incidental to the transaction and was immaterial to the Cranfords' decision to enter into it. The act has not been shown to have the tendency or capacity to deceive, and so it was not a "deceptive" act or practice for purposes of R.C. 1345.02(A).

SECOND ISSUE PRESENTED FOR REVIEW

THE USE OF THE EXPRESSION "M.S.R.P." IS
NOT A VIOLATION OF THE CSPA WHEN THE
MISUSE IS INNOCENT AND NO MISUNDERSTAND-
ING RESULTS FROM ITS USE.

The trial court found that Joseph's sales staff "orally and in writing used the expression 'M.S.R.P.' to mean 'Manufacturer's Suggested Retail Price' despite the fact that this was a used car and that its selling price was determined totally by the Defendant itself." The trial court further found that the act is prohibited by O.A.C. 109: 4-3-16(B) (9).

Joseph points out that when his sale occurred O.A.C. 109: 4-3-16(B) (9) did not specifically prohibit misuse of the term "M.S.R.P." and that use of the term had no apparent affect on the negotiations that led to the Cranfords' decision to purchase the vehicle. Joseph also points out that its salesman's use of the term was an innocent error; that he was accustomed to selling new vehicles to which "M.S.R.P." does apply.

Because a seller's intent is immaterial to a violation

of the Consumer Sales Practices Act, the innocent purpose behind an act that is otherwise deceptive cannot excuse the resulting violation. Further, the fact that use of the term M.S.R.P. had no actual affect on the negotiations concerning the price of the vehicle does not avoid a violation if its use has the tendency or capacity to deceive.

An act has the tendency or capacity to deceive if it is (1) at variance with the truth and (2) material or likely to be material to a consumer's decision to purchase the product or service involved. The term M.S.R.P. has a particular meaning in relation to the market value of a vehicle, indicating the retail price at which the manufacturer has suggested the vehicle be offered for sale. Its use is likely to be material to a consumer's decision to purchase the vehicle at a lower price. Therefore, application of the term to the price of a used vehicle, which has no retail price suggested by its manufacturer, is a deceptive act and practice for purposes of R.C. 1345.02.

THIRD ISSUE PRESENTED FOR REVIEW

AN AUTOMOBILE DEALER DOES NOT VIOLATE THE CONSUMER SALES PRACTICES ACT AND O.A.C. 109:4-3-6(B)(5), (B)(22), AND (B)(34) WHEN THE DEALER MERELY PLACES AN ORDER FOR PRINTED ADVERTISING TO BE PUBLISHED AT A TIME WHICH IS SUBSEQUENT TO THE SALE OF THE AUTOMOBILE.

It is an unfair or deceptive act or practice for an auto dealer to fail to sell an auto at an advertised price. O.A.C. 109:4-3-16(B)(5). *Motzer Jeep Eagle v. Ohio Attorney*

General (1994), 95 Ohio App. 3d 183. The trial court found that Joseph committed such an act on February 18, 1994 when it sold the ISUZU Trooper to the Cranfords at a price higher than one that appeared in a newspaper advertisement on the following day, February 19, 1994. The court reasoned that because Joseph had placed the ad for publication several days before the date of sale, it was required to make the vehicle available to the Cranfords at the advertised price. We disagree.

O.A.C. 109:4-3-16(B) states:

It shall be a deceptive and unfair act or practice for a dealer, manufacturer, advertising association, or advertising group, in connection with the advertisement or sale of a motor vehicle, to:

(5) advertise any motor vehicle for sale at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised.

The purpose of O.A.C. 109: 4-3-16(B) is to prevent the use of "bait-and-switch" sales tactics by auto dealers. Because its purpose is prophylactic, it is immaterial that a consumer who seeks relief for a violation has neither seen an advertisement nor been influenced by it. *Motzer Jeep Eagle v. Ohio Attorney General, supra*. The focus of the regulation is the dealer's conduct subsequent to the publication of the advertised price, however, not the act of advertising the price or placing the ad for publication. Therefore, Joseph Airport Toyota could not violate the

requirements of O.A.C. 109: 4-3-16(B) on February 18, 1994 by failing to sell a vehicle at a price that was not published by advertisement until February 19, 1994.

We find that the trial court erred when it held that Joseph Airport Toyota, Inc. violated the Consumer Sales Practices Act on February 18, 1994, when it back-dated its sales contract with the Cranfords to February 17, 1994, and when it failed to make the vehicle they purchased available to them at a price advertised on February 19, 1994. The judgment of the trial court will be Reversed with respect to those violations.

We find no error in the trial court's finding that Joseph Airport Toyota, Inc. committed a deceptive act or practice when its sales personnel employed the term M.S.R.P. in relation to the price of a used vehicle. The trial court was authorized to order the sales contract rescinded for that reason. The judgment of the trial court will be affirmed in that respect.

II.

ASSIGNMENTS OF ERROR OF
MARK AND JEANINE CRANFORD

FIRST ASSIGNMENT OF ERROR

THE TRIAL COURT ERRED TO THE PREJUDICE OF THE PLAINTIFFS-APPELLANTS IN FAILING TO AWARD PLAINTIFFS/CONSUMERS THEIR ATTORNEY FEES WHEN THE COURT FOUND THAT THE DEFENDANT/SUPPLIER KNOWINGLY DID ACTS WHICH VIOLATED THE OHIO CONSUMER SALES PRACTICE ACT, WHICH KNOWLEDGE RESULT UNDER O.R.C. 1345.09(F)(2) IN AN

AWARD OF ATTORNEY FEES TO PLAINTIFFS-
APPELLANTS.

SECOND ASSIGNMENT OF ERROR

THE TRIAL COURT ERRED TO THE PREJUDICE
OF THE PLAINTIFFS-APPELLANTS WHEN IT
FOUND THAT CONDITIONS UNDER O.R.C.
1345.09(F) WERE NOT MET SO AS TO AWARD
ATTORNEY FEES TO PLAINTIFFS-APPELLANTS
WHO HAD PREVAILED IN THE CASE.

THIRD ASSIGNMENT OF ERROR

THE TRIAL COURT ABUSED ITS DISCRETION IN
FAILING TO AWARD ATTORNEY FEES.

The Cranfords' three assignments of error each concern
the trial court's denial of the Cranfords' request for
attorney fees. Therefore, they will be considered together.

R.C. 1345.09(A) provides that a consumer who prevails
in an action for a violation of the Consumer Sales Practices
Act may rescind the contract or recover his damages.

Additionally, part (F)(2) of the statute states:

"The court may award to the prevailing
party a reasonable attorney's fee
limited to the work reasonably
performed, if... the supplier has
knowingly committed an act or practice
that violates this chapter."

The trial court denied the Cranfords' request for
attorney fees, stating: "The Court finds the requirement
for attorney fees are not present."

R.C. 1345.09(F) reposes broad discretion in the trial
court to grant or deny attorney fees. An appellate court
may reverse only for an abuse of discretion. An abuse of
discretion connotes more than an error of law or judgment;

it implies that the trial court's attitude is unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore* (1983), 5 Ohio St. 3d 217. When applying the abuse of discretion standard, a reviewing court is not free to merely substitute its judgment for that of the trial court, but must be guided by a presumption that the findings of the trial courts are correct. *In re Jane Doe 1* (1991), 57 Ohio St. 3d 135.

In order to award attorney fees pursuant to R.C. 1345.09(F)(2), a trial court must find that the supplier intentionally committed the unfair or deceptive act or practice involved. *Einhorn v. Ford Motor Co.* (1990), 48 Ohio St.3d 27. There was evidence that Joseph's salesman acted inadvertently when he applied the term "M.S.R.P." to a used vehicle. We believe that the trial court's finding implicitly accepts that evidence as a basis to conclude that the act was not intentional and, therefore, was not done "knowingly". Inasmuch as the other two violations which the trial court found have been reversed by this court, we need not consider whether the acts involved were done knowingly.

The Cranfords' three assignments of error are overruled.

BROGAN, P.J., FAIN AND GRADY, J.J., concur.

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Hon. Jeffrey E. Froelich

DOCK 187 PAGE 406

COURT OF APPEALS
SECOND APPELLATE DISTRICT

EXHIBIT S

PIF Number: 10001326

Case Name: MOSLEY V. PERFORMANCE MITSUBISHI; AKA AUTOMANAGE, INC.

Case Number: 90CVF214

FAIRFIELD MUNICIPAL COURT

FAIRFIELD, OHIO

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ATTORNEY GENERAL OF OHIO
CONSUMER FRANCHISE & CRIMES
PUBLIC INSPECTION FILE

G. Ronald Mosley

Plaintiff

vs.

Performance Mitsubishi

aka Automanage, Inc.

and

European Motor Car Company

aka World Wide Motors, Inc.

Defendants

Case No. 90CV-F214

DECISION AND

ENTRY

The above captioned matter came on for decision by the Court on the issue of whether or not the Plaintiff is entitled to "three times the amount of his actual damages" pursuant to O.R.C. 1345.09(B) and whether or not the Court is going to award the Plaintiff attorney fees pursuant to O.R.C. 1345.09(F)(2) and, in that regard, if the Court is going to make an award of attorney fees, whether or not the attorney fees are to be considered part of costs or part of damages. On the above referenced issues, the Court has reviewed "Plaintiff's Memorandum" and "Defendant's Memorandum in Opposition".

First, on the issue of an award of treble damages pursuant to O.R.C. 1345.09(B), the Defendant addresses this issue on Pages 6 and 7 of its' Memorandum. The Plaintiff addressed this issue on Pages 1 and 2 of its' Memorandum and the attached certified cases. Relevant to this issue are the findings of the Jury that the Defendant breached its' extended limited warranty or service contract with the Plaintiff and, also, the finding that the Defendant violated the Ohio Consumer Sales Practices Act. With those findings, and with the cases presented to the Court of Brown vs. Lyons (Court of Common Pleas, Hamilton County Ohio, Case No. A742156, made a part of the public inspection file of The Ohio Attorney General prior to November 5, 1979), and the case of Brown vs. Spears, et al (Franklin, Ohio Municipal Court, Case No. 8897, made a part of The Ohio Attorney General's public inspection file, May 1, 1981), it is the finding of this Court that the failure of the Defendant, in connection with the Consumer transaction, to honor the expressed written warranties on the vehicle purchased by the Plaintiff constitutes a deceptive act and practice in violation of The Ohio Consumer Sales Practices Act, Section 1345.02(A), (B)(10) and 1345.03(A). See Brown vs. Lyons, Page 6 numbered Paragraph 5 and Page 8, numbered Paragraph 13. See also, Brown vs. Spears as referenced above.

Further, the Court finds that the Defendant's failure to honor the service contract occurred and was committed after the above referenced decisions were available for public inspection under Division (A)(3) of Section 1345.05 of The Ohio Revised Code.

Further, in reviewing the Memorandums of Counsel and reviewing numerous cases and also reviewing the interrogatories to the Jury, the Court has decided that it must reconsider its' previous order overruling the Motion for Judgment Not Withstanding the Verdict. In that regard, question 4 to the Jury was a matter of law to have been decided by the Court, based upon the answer to questions 1 and 2. In other words, once the Jury decided that the Defendant had breached its' service contract with the Plaintiff and had imposed an "actual damage" figure to that breach,

(Continued)

G. Ronald Mosley, Plaintiff
vs.
Performance Mitsubishi
aka Automanage, Inc.
and
European Motor Car Company
aka World Wide Motors, Inc.
Case No. 90CV-F214

and found that it violated The Ohio Consumer Practices Act, it was then incumbent upon the Court, as a matter of law, to rule that the damage for a violation of The Consumers Practices Act was the actual damage found by the Jury for not honoring the service contract. Therefore, upon reconsideration, the Motion for Judgment Not Withstanding the Verdict is hereby reconsidered and, in part, ruled favorably for the Defendant. IT IS THEREFORE ORDERED, that the Jury Verdict award for the Plaintiff that stands is in the sum of Eight Hundred Ninety Five Dollars (\$895.00).

Further, based upon the actual damage amount of Eight Hundred Ninety Five Dollars (\$895.00), the Plaintiff is entitled to treble that amount for an award to the Plaintiff of Two Thousand Six Hundred Eighty Five Dollars (\$2,685.00).

Second, on the issue of attorney fees which the Court may award to the prevailing party pursuant to O.R.C. 1345.09(F)(2). On that question, the Court hereby finds that the supplier, Defendant, knowingly committed an act or practice that violates The Consumer Sales Practices Act and, therefore, the Court will award the Plaintiff a reasonable attorney's fee limited to the work reasonably performed pursuant to the recently discussed guidelines set forth in Bittner vs. Tri-County Toyota, Inc., 58 Ohio St. 3d 143 (1991). The additional issue before the Court is whether or not this allowance of attorney fees is in the form of costs or damages. If the Court should find that this allowance of attorney fees is part of damages, then the Plaintiff is limited to the Ten Thousand Dollars (\$10,000.00) jurisdictional amount of this Court. The Plaintiff's Memorandum does not address the issue of attorney fees as costs or damages. The Defendant's Memorandum does address, in some detail, the issue of attorney fees as costs or damages. The Defendant cites the Court to the case of White vs. Kent, 47 Ohio App. 3d 105 (Hamilton County Court of Appeals, March 30, 1988). That particular case did involve a Consumer Sales Practices Act matter. In that case, the Defendant appealed and asserted three assignments of error, none of which included the issue of whether or not attorney fees should be considered part of damages or part of court costs. Rather, in the last paragraph of the decision, the First Appellate District Court of Appeals "noted that the amount awarded, Ten Thousand Eight Hundred Dollars (\$10,800.00), exceeded the jurisdictional limit of the Municipal Court". The Court then "remanded the cause to the Trial Court for a determination of how the reduction should be divided between the trebled damages and the award of attorney fees". The First Appellate District Court did not analyze the issue in its decision nor comment other than what is quoted above. Therefore, based upon the analysis set forth in Drake vs. Mencher, (1980) 67 O. App. 2d 122 (21 00 3d 429 and the dissenting opinion of Judge Whiteside, sitting by assignment in The Twelfth Appellate District on the case of Mobile Home Park vs. Newman (1983) 14 O. App. 3d 144, at Page 153, the Court herein determines the following:

- 1) The issue of attorney fees is herein created by statute and is discretionary with the Court based upon a finding of either of two statutory requirements under O.R.C. 1345.09(F)(1) or (2);
- 2) That said discretionary finding can only be made by the Court after there is either an award to the consumer Plaintiff or a supplier-Defendant defense verdict.

(Continued)

G. Ronald Mosley, Plaintiff
vs.
Performance Mitsubishi
aka Automange, Inc.
and
European Motor Car Company
aka World Wide Motors, Inc.
Case No. 90CV-F214

- 3) Further, there was no objection, timely or otherwise, but rather an agreement of Counsel that the issue of attorney fees would not be presented to the Jury, but would rather be determined by the Court.

The case of Muze vs. Mayfield, 61 O. St. 3d 173, 573 N.E. 2d 1078 (1991) is a case on appeal of a Bureau of Workers' Compensation claim. In that matter, the Harrison County Common Pleas Court held that in order to maintain a re-filed action, the employee was required to pay a certain figure including attorney fees. The employee appealed. The Court of Appeals reversed, holding that attorney fees were not "costs" of the previously dismissed action. The Ohio Supreme Court, in Muze, held that attorney fees are not "costs" of a previously dismissed action, unless specified by statute. The issue before the Supreme Court in Muze is a very narrow issue and the case is simply not precedent for the matter to be decided before this Court. Additionally, the case of Michaels vs. Morse, 165 O. St. 599, 60 Ohio Opinions 531, 138 N.E. 2d 660, (1956), and the recent case of In Re: Election of November 6, 1990, For The Office of Attorney General of Ohio, 62 O. St. 3d 1, (1991) are also not dispositive of the issue before this Court, contrary to the arguments of Defense Counsel in its' Memorandum.

The case of Mobile Home Park vs. Newman, 14 O. App. 3d 144, 470 N.E. 2d 164 (1983) decided by the Twelfth District Court of Appeals, is precedent to be followed by this Court; however, that case specifically involves interpretation of an award of attorney fees under the Mobile Home Statute R.C. 3733.10(B). Since the case does not involve The Consumer Sales Practices Statute concerning attorney fees, this Court declines to follow that decision. However, this Court finds the dissenting opinion of Judge Whiteside in the Mobile Home Park case, as it analyzes the issue of attorney fees as costs rather than as damages, is a valid analysis of the issue. Applying that analysis to the statutory language involved herein, this Court finds that the discretionary award of attorney fees under O.R.C. 1345.09(F) is a matter to be committed to the discretion of the Trial Court, rather than the Jury, as part of the costs of the action.

Therefore, IT IS HEREBY ORDERED that the Plaintiff's actual damages as determined by the Jury are in the sum of Eight Hundred Ninety Five (\$895.00) Dollars and, IT IS FURTHER ORDERED that the Plaintiff is entitled to treble those damages for an award against the Defendants in the sum of Two Thousand Six Hundred Eighty Five Dollars (\$2,685.00), plus costs of this action, with costs including an amount to be determined by this Court as reasonable attorney fees.

The hearing on the issue of reasonable attorney fees, as previously scheduled, is set for Tuesday, December 17, 1991, at 2:30 P.M. This is not a final appealable order until the issue of attorney fees has been decided.

"ENTER"


Larry E. Deis, Judge

EXHIBIT T

USA

W12000

2015 Owner's Handbook & Warranty Information

Printing : May. 13, 2014
Publication No. : PAALL-140513
Printed in Korea

NEW THINKING.
NEW POSSIBILITIES.



IMPORTANT:

Retain this Owner's Handbook in your glovebox for reference relative to Consumer and Warranty Information.

OWNER INFORMATION CHANGES:

* If you change your address or if you are the second or subsequent owner of your HYUNDAI, please complete the Owner Information Change Card in the front of this handbook.

Warranty Start Date: _____

FOR YOUR CONVENIENCE:

_____ Tel.
Your Salesperson is: _____

_____ Tel.
Your Service Manager is: _____

_____ Tel.
Your Parts Manager is: _____

SPEEDOMETER REPLACEMENT:

Speedometer replaced on _____ with _____ miles
on the odometer. (Date)

Dealer Code: _____ Name: _____

HYUNDAI Dealer Signature: _____

If you have changed your address or if you are the second or subsequent owner of your Hyundai, please notify us immediately by completing and mailing this owner information change card to:

Hyundai Customer Connect Center
Hyundai Motor America
PO Box 20850
Fountain Valley, CA 92728

NEW OWNER INFORMATION

[illegible][illegible][illegible]

			-				-				
TELEPHONE NUMBER											

VEHICLE IDENTIFICATION: The VIN is located on the driver's side of the dash.

[illegible]

SIGNATURE

Check one:

- ☐ Change of Ownership
- ☐ Change of Address

Miss	Ms.	Mrs.	Mr.
CIRCLE			

APT.				

ZIP CODE				

ODOMETER READING					



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*** FOR ROADSIDE ASSISTANCE CALL 800-243-7766 (See page 9 for details)**

SECTION 1

OWNER INFORMATION

GENERAL INFORMATION

This handbook describes the consumer information and warranties relating to your new Hyundai vehicle.

Please read this handbook carefully to familiarize yourself with the type of service which you are entitled to under each of the warranties applicable to your new Hyundai vehicle.

To familiarize yourself with your new Hyundai vehicle, we suggest you also review the maintenance requirements and operational features described in your Owner's Manual.

PRE-DELIVERY INSPECTION

To ensure your satisfaction and long term enjoyment of your new Hyundai vehicle, your selling dealer has inspected and conditioned your vehicle to Hyundai's recommended inspection and pre-delivery procedure standards.

PERIODIC INSPECTION AND MAINTENANCE

Regular inspection and maintenance by skilled Hyundai technicians is the key to more efficient operation of the vehicle. This inspection and maintenance must be carried out in accordance with the recommendations given in your Hyundai Owner's Manual.

SECTION 2

THE HYUNDAI STORY

HYUNDAI — AN OVERVIEW

Hyundai vehicles provide customers a high level of content and performance at an affordable price and demonstrate Hyundai's emergence as an auto manufacturer whose products compete successfully in technology, quality, styling and refinement with automobiles from around the world.

Hyundai sold its first car, a subcompact model, in the U.S. in 1986. At the time, few Americans had ever heard of Hyundai or its products. Since that time, Hyundai has expanded and upgraded its product line in the U.S. and has gained valuable experience in the competitive U.S. automobile market. Hyundai now markets a full line of vehicles from subcompacts to luxurious sedans.

HYUNDAI MOTOR COMPANY

The Hyundai Group was founded in 1947 as Hyundai Engineering and Construction Co. by Ju-Yung Chung. Hyundai Motor Co., established in 1967, is the auto sales leader in the Korean domestic market and exports vehicles to 190 countries worldwide.

Hyundai Motor Co. ("HMC") operates the world's largest integrated automobile manufacturing facility in Ulsan, on Korea's southeast coast. In 1996 Hyundai opened the Namyang Technology Research Center, one of eight research centers, which includes a complete testing facility with a 2.8-mile oval test track and a sophisticated aeroacoustic wind tunnel. That same year, HMC began production at its state-of-the-art Asan Plant, located southwest of Seoul.

A LOOK BACK – HYUNDAI'S ENTRY INTO THE U.S. MARKET

The timing of Hyundai's entry into the U.S. market in 1986 was ideal. At that time most automobile manufacturers had abandoned the entry-level market in favor of high-end, high-priced vehicles and that left a large void in the market. First-time car buyers such as college students and young families were not able to find adequate, value-equipped cars that met their needs, yet were priced within their economic means.

SECTION 2

In February 1986, Hyundai launched its subcompact Excel model in the U.S. market. Customer response was immediate; in just seven months Hyundai Motor America had sold its 100,000th Excel. Total 1986 sales numbered 168,882 – an industry record for an import car distributor in its first year. Hyundai sales averaged 1,431 units per dealer, another sales record. In 1987 Hyundai sales continued to soar reaching a record 263,610 units.

What makes this sales performance all the more remarkable is that it was done with dealers located in only 31 of the 50 states. In the early years, Hyundai concentrated its sales efforts primarily on the west and east coasts, as well as in the southern states. In 1987 Hyundai expanded into the central portion of the United States, and today there are five regions and more than 800 Hyundai dealerships nationwide. Hyundai has sold more than 6 million vehicles in the United States since its entry in 1986.

THE HYUNDAI STORY

EXPANDING THE PRODUCT LINE

Sonata

Hyundai took a major step toward becoming a full-line automotive importer/distributor in 1989 with the introduction of its midsize sedan, the Sonata. This roomy, powerful, front-wheel-drive sedan expanded Hyundai's appeal to more mature, family-oriented buyers. It also offered Excel owners an opportunity to move up within the Hyundai product line. The Sonata was redesigned for the 2015 model. The new Sonata has a sophisticated design and the largest interior in its class.

Scoupe

Hyundai's third entry into the U.S. market was the sporty Scoupe, introduced as a 1991 model. The 1993-1995 Scoupe featured the Alpha engine – the first powerplant designed, engineered and manufactured exclusively by Hyundai.

Accent

In 1995, after 9 years in the U.S. market, the Excel was replaced by the all-new subcompact Accent. With the Accent, Hyundai offered customers high-tech sophistication and features, but still at an entry-level price. Today's Accent is the fourth generation.

Elantra

The next member of the Hyundai family to be introduced was the compact Elantra sedan, which debuted as a 1992 model. It quickly became one of Hyundai best-selling models. The 5th generation Elantra was redesigned in 2011 and delivers design, safety, and EPA estimated up to 38 MPG highway. The Elantra Coupe and Elantra GT were added in 2013.

SECTION 2

THE HYUNDAI STORY

Elantra Touring

The Elantra Touring was introduced in late 2009, delivering exceptional versatility and functionality in a sporty package for active families, while maintaining the exceptional value that is a hallmark of the Elantra name.

Tiburon

In 1997, Hyundai replaced the Scoupe with the exciting Tiburon sport coupe, with styling based on the HCD-II concept car introduced at the North American International Auto Show in Detroit in 1993. The Tiburon combines sleek, eye-catching styling with outstanding performance and handling.

Santa Fe

In the 2001 model year, Hyundai added the Santa Fe. The Santa Fe is a car-based crossover utility vehicle (XUT) that provides car-like ride and handling, with the seating position and utility of a sport utility vehicle. In 2013, the Santa Fe was redesigned and Santa Fe Sport model was added.

XG Sedan

For the 2001 model year, Hyundai added the XG sedan. The XG sedan was Hyundai's new flagship vehicle in the U.S. - it was larger and more luxurious than the Sonata.

Azera

Hyundai replaced the XG sedan with the Azera starting with the 2006 model year. The Azera is a new definition of the premium sedan, with generous interior space. Azera was redesigned in 2012.

Entourage

In 2007, Hyundai introduced the Entourage. The Entourage was Hyundai's first van in the U.S. market.

Tucson

In 2005, Hyundai added the Tucson. The Tucson is an exciting cross-over utility vehicle that is slightly smaller than the Santa Fe, while still providing the utility needed for life's daily adventures. The Tucson was redesigned in 2011. For 2015, Hyundai added the Tucson Hydrogen EV.

Veracruz

In 2007, Hyundai added the Veracruz. The Veracruz is a stylish mid-size SUV with standard 7-passenger seating, sleek styling, car-like ride and premium features.

Genesis

In the 2009 model year, Hyundai added the luxury sedan, Genesis. Genesis has an unprecedented combination of premium performance, technology, safety, and quality. Genesis was redesigned for 2015.

Genesis Coupe

The Genesis Coupe made its debut in 2010. Genesis Coupe is Hyundai's most dynamic performance car ever and the second consecutive all-new model introduction from Hyundai appealing directly to the car enthusiast.

Equus

In 2011, the Equus was added as Hyundai's flagship luxury sedan offering unsurpassed refinement while exceeding expectations with premium amenities and sophisticated design.

SECTION 2

Sonata Hybrid

In the 2011 model year, Hyundai introduced the Sonata Hybrid. The Sonata Hybrid offers significant visual differentiation from non-hybrid Sonata models while retaining the sleek, modern styling elements of Hyundai's Fluidic Sculpture design aesthetic. The Sonata Hybrid's unique approach to hybrid powertrain design and battery technology sets it apart from the mid-size hybrid pack.

Veloster

For the 2012 model year, Hyundai added its cutting-edge Veloster three-door coupe. The Veloster delivers innovation to the compact coupe segment with unique styling, Hyundai's Blue Link Telematics System, Pandora internet radio, and Hyundai's first Ecoshift™ dual clutch transmission.

THE HYUNDAI STORY

HYUNDAI FACILITIES

As the presence of Hyundai automobiles and Hyundai Motor America continued to grow in America, the company expanded its operations and service networks nationwide to more effectively serve the needs of dealers and customers.

Today, Hyundai has regional offices in Jamesburg, NJ, Marietta, GA, Aurora, IL, Fountain Valley, CA, and Coppell, TX and maintains parts distribution facilities in Ontario, CA, Aurora, IL, Lawrenceville, GA and Jamesburg, NJ. Hyundai port facilities are located in National City, CA, Port Hueneme, CA, Brunswick, GA, Portland, OR, Fort Worth, TX, and Philadelphia, PA.

In 2005, Hyundai opened its first U.S. plant in Montgomery, Alabama. This plant features state of the art manufacturing facilities.

After many years in the U.S. automobile market, Hyundai continues to reinforce its commitment to sell innovative, high-quality vehicles at the most affordable prices.

SECTION 3

HYUNDAI ROADSIDE ASSISTANCE PROGRAM

HYUNDAI ROADSIDE ASSISTANCE PROGRAM

The Hyundai Roadside Assistance Program reflects Hyundai's commitment to your complete satisfaction with the Hyundai ownership experience. It is available to you in all 50 states and Canada, 24 hours a day, 365 days a year.

60 MONTHS/ UNLIMITED MILES COVERAGE

Roadside Assistance is provided on all new 2015 model Hyundai vehicles from the date the vehicle is delivered to the first retail buyer or otherwise put into use (in-service date), whichever is earlier, for a period of 60 months/unlimited miles.

TO RECEIVE ASSISTANCE CALL 800-243-7766

A toll-free call to the Hyundai Roadside Assistance line will provide you with assistance for various Roadside Events. See "Coverage" section for details on program coverage. To receive Roadside Assistance, call the Hyundai Roadside Assistance Program phone number, and provide a representative with the following:

- o Your Name
- o Vehicle Identification Number (VIN) located on the driver's side dashboard
- o Vehicle Mileage
- o Vehicle Location
- o Description of your vehicle's problem

SECTION 3

HYUNDAI ROADSIDE ASSISTANCE PROGRAM

COVERAGE

The Hyundai Roadside Assistance Program provides you with the following services:

- o National Hyundai Dealer Locator Service provides you with the location or phone number of Hyundai Dealerships or Authorized Service Facilities in the United States.
- o Roadside Events are defined as either:
 1. Towing: Transport for your vehicle to the nearest Hyundai Dealership or Authorized Service Facility, in the unlikely event your vehicle is inoperable, or
 2. Roadside Services:
 - Dead Battery/Jump Start
 - Flat Tire Change
(except vehicles that have been supplied with the Tire Mobility Kit instead of a spare tire)
 - Lock out service (keys locked in car)
 - Gas delivery (up to three gallons, where permissible, at no charge when you run out)
- o Once your vehicle has been diagnosed by an authorized Hyundai Dealership and if the reason for the disablement is a warrantable issue, please contact the Hyundai Customer Connect Center toll free number at 800.633.5151 to request reimbursement.
- o Examples of non-warranty related tows would include accidents or any other tow incident that is not the result of a defect in materials or workmanship.
- o Trip Interruption Benefit: In the event a warrantable mechanical disablement occurs more than 150 miles away from home, and your vehicle is disabled overnight due to a repair in process, Hyundai Roadside Assistance will reimburse you for reasonable expenses for meals, lodging, or alternate transportation. Trip Interruption Benefit is limited to \$100 per day, subject to a three-day maximum limit per incident.

SECTION 3

HYUNDAI ROADSIDE ASSISTANCE PROGRAM

EXCLUSIONS

Roadside Assistance is not available for off-road conditions, or conditions manifesting themselves off-road. To receive service, the vehicle must be accessible from a publicly maintained road.

Roadside Assistance is NOT A WARRANTY. For a description of the warranty covering your 2015 Hyundai see the Hyundai New Vehicle Limited Warranty Section of the Owner's Handbook. Roadside Assistance is a limited service, provided to you to help minimize any unforeseen vehicle operation inconvenience.

The Hyundai Roadside Assistance Program does not include reimbursement for any costs/charges for repairs, parts, labor, property loss or any other expense incurred as a result of accident/collision, vehicle abuse, racing, vandalism or other items not covered by the Hyundai New Vehicle Limited Warranty. Also excluded are services for snow tires, repair to studs, mounting or demounting of snow chains, and any fines, fees or taxes associated with impound towing as a result of any actual or alleged violation of any law or regulation.

Hyundai Motor America reserves the right to limit services or reimbursement to any owner or driver when, in Hyundai Motor America's judgment, the claims are excessive in frequency or type of occurrence.

SECTION 4

HYUNDAI'S CONSUMER ASSISTANCE PROCESS

Hyundai is dedicated to achieving the highest level of consumer satisfaction with our product through quality design and workmanship and customer service. Your Hyundai Dealership is in the best position to assist you with your sales, service or parts needs.

In the event you have a concern with your vehicle, being able to provide the information below will be helpful in seeking assistance:

- Name and address
- Vehicle model and model year
- Date of purchase
- Vehicle Identification Number
(a 17-Digit number found on driver's side dashboard)
- Current Mileage
- Selling and servicing Dealer
- Service History of your vehicle
- Brief description of concern
- Day/Evening Telephone Number
- What you are seeking

We recommend you use the following steps to resolve your vehicle's performance or servicing concerns:

- 1) First, speak to the Service Advisor at the dealership. This person is in the best position to respond to your concerns.

CONSUMER INFORMATION

- 2) Should you require additional assistance, speak with the Service Manager or General Manager at the dealer.
- 3) After consulting with your dealership, if you feel additional clarification or help is needed, write or call our Customer Connect Center:

HYUNDAI MOTOR AMERICA
Hyundai Customer Connect Center
PO Box 20850
Fountain Valley, CA 92728
800-633-5151
Consumeraffairs@hmausa.com

Hyundai's Customer Connect Center representatives are available Monday through Friday, between the hours of 5:00AM and 7:00PM PST and Saturday and Sunday between 6:30AM and 3:00PM PST(English). For Customer Connect Center assistance in Spanish or Korean, representatives are available Monday through Friday between 6:30AM and 3:00PM PST. They are prepared to answer any questions regarding your Hyundai, and may also provide assistance in getting your concern resolved through the dealer.

ALTERNATIVE DISPUTE RESOLUTION

Hyundai Motor America's internal consumer assistance process will make every effort to resolve every customer concern in a satisfactory manner. We realize, however, that mutual agreement on some issues may not be possible. To ensure that you have had an opportunity to have your concern fully reviewed, Hyundai Motor America provides an Alternative

SECTION 4

CONSUMER INFORMATION

Dispute Resolution (arbitration) program. Hyundai offers the program through:

BBB AUTO LINE
Alternative Dispute Resolution Division
Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600
Arlington, Virginia 22201
1-800-955-5100

This service is provided at no cost to you and is part of Hyundai's effort to provide you with an impartial third-party organization to equitably resolve your concerns.

AUTO LINE will perform arbitration services on disputes involving Hyundai vehicles with an alleged nonconformity, defect, or deficient warranty performance, as may be required by state or federal law.

NOTE: If your state law requires written notification to the manufacturer please write:

HYUNDAI MOTOR AMERICA
Hyundai Customer Connect Center
PO Box 20850
Fountain Valley, CA 92728
Consumeraffairs@hmausa.com

To begin the Alternative Dispute Resolution (arbitration) process, simply call the Council of Better Business Bureaus at 1-800-955-5100 and you will be sent a Customer Claim Form, along with a handbook describing how BBB AUTO LINE works. Time and mileage limitations may apply. Please refer to the Owner's Handbook Supplement for additional information regarding eligibility requirements in your state.

IMPORTANT: You must use BBB AUTO LINE prior to seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act ("the Act"), except in Georgia although that option is still available to you. However, if you choose to seek remedies that are not created by the Act, you are not required to use BBB AUTO LINE, although that option is still available to you. You must also use BBB AUTO LINE if you are seeking remedies under the "Lemon Laws" of your state if your state statute requires you to do so.

A decision should be rendered within 40 days of AUTO LINE's receipt of your properly completed Customer Claim Form. BBB will mail you a copy of the arbitrator's decision and if you accept the decision, all parties must comply with the decision within the time limits (performance date) set by the arbitrator. Approximately two weeks after the "performance date", BBB shall contact the consumer to verify that the arbitrators' decision has been completed.

AUTO LINE's decisions do not include attorney's fees, civil penalties, punitive damages, multiple damages or consequential damages other than incidental damages which you may be entitled to under law.

SECTION 4

CONSUMER INFORMATION

If you reject the decision of the arbitrator you may pursue other legal remedies under state or federal law; the company will not be obligated to perform any part of the decision. Depending on federal or state law, the decision may or may not be introduced as evidence by the consumer or the company in any civil court action relating to any matter that has been resolved in your arbitration hearing and BBB involvement in the case will end as well.

Important: Please refer to the first page of the Hyundai New Vehicle Limited Warranty for more important information regarding alternative dispute resolution and other legal remedies available to you.

Hyundai Warranty Information

#2016 HYUNDAI SUMMARY OF WARRANTY COVERAGE

	YEARS									
	1	2	3	4	5	6	7	8	9	10
New Vehicle	5 YEARS/60,000 MILES									
• Adjustments	1 YEAR/12,000 MILES									
• Air Conditioner Refrigerant Charge	1 YEAR/UNLIMITED MILEAGE									
• Paint	3 YEARS/36,000 MILES									
• Radio, Tape Deck, CD/DVD Player, Navigational system, Bluetooth	3 YEARS/36,000 MILES									
• Battery ①	3 YEARS/UNLIMITED MILEAGE									
Powertrain ④	5 YEARS/60,000 MILES				10 YEARS/100,000 MILES (ORIGINAL OWNER)					
Anti - Perforation	7 YEARS/UNLIMITED MILEAGE									
Emissions - Federal	5 YEARS/60,000 MILES (or up to first required scheduled maintenance, whichever occurs first)									
Emissions - Federal Specific Components ②	8 YEARS/80,000 MILES									
Emissions - California	5 YEARS/60,000 MILES (or up to first required scheduled maintenance, whichever occurs first)									
Emissions - California Specific Components ③	8 YEARS/80,000 MILES OR 7 YEARS/70,000 MILES									
Replacement Parts	1 YEAR/12,000 MILES									
Accessories (installed by Authorized Hyundai Dealer)⑤	5 YEAR/60,000 MILES									
Accessories (sold over the counter)	1 YEAR/UNLIMITED MILEAGE									

①100% within 2 Years/Unlimited Mileage, 75% cost of battery charge to the customer in months 25 - 36

②Specific components, see "Emission Warranty Parts - Federal Vehicle", NOTE1, page 29

③Specific components, see "Emission Warranty Parts - California Vehicle", NOTE1, NOTE2, NOTE3, page 37

④Original Owner 10 Years/100,000 Miles, Second and subsequent Owner(s) 5 Years/60,000 Miles

⑤A Hyundai Genuine accessory installed by an Authorized Hyundai dealer on a new vehicle at the time of, prior to, or after the vehicle's date of delivery to the original retail purchaser, or the date the vehicle is first put into service, is covered up to 5 years from the date of original retail delivery or date of first use, or 60,000 miles, whichever occurs first.

SECTION 5

HYUNDAI NEW VEHICLE LIMITED WARRANTY

WARRANTOR

Hyundai Motor America (HMA) warrants your new 2015 Hyundai vehicle pursuant to the limited warranties described in this Owner's Handbook.

LIMITATIONS

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties, except where the duration of implied warranties is limited by state law in which case the state law duration limit shall apply. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

These stated warranties give you specific legal rights. You may have other rights, which vary from state to state depending upon applicable state law. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under the "Consumer Information"

section of this handbook. To ensure that you have had an opportunity to have your concern fully reviewed, Hyundai provides an Alternative Dispute Resolution (arbitration) program that is offered through:

BBB AUTO LINE

Alternative Dispute Resolution Division
Council of Better Business Bureaus, Inc.
3033 Wilson Boulevard, Suite 600
Arlington, VA 22201
1-800-955-5100

Important: You must use BBB AUTO LINE prior to seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act ("the Act"), except in Georgia although that option is still available to you. However, if you choose to seek remedies that are not created by the Act, you are not required to use BBB AUTO LINE, although that option is still available to you. You must also use BBB AUTO LINE if you are seeking remedies under the "Lemon Laws" of your state if your state statute requires you to do so. Please consult the "Consumer Information" section of this handbook and the Owner's Handbook Supplement for more information about the BBB AUTO LINE program. Time and mileage limitations may apply. Please refer to the Owner's Handbook Supplement for additional information regarding eligibility requirements in your state.

SECTION 5

WARRANTY TRANSFERABILITY

The New Vehicle Limited, Anti-Perforation Limited, Emissions Performance, Emissions Design and Defect, Emissions Control Systems, and Replacement Parts and Accessories Limited warranty coverage described in this handbook apply to the vehicle regardless of a change in ownership, and are transferable to subsequent owners.

The 10-year/100,000 mile Powertrain Limited Warranty is not transferable and applies only to the original owner, as defined under "Original Owner" included in the Powertrain Limited Warranty (Original Owner) section of this Owner's Handbook.

WARRANTY JURISDICTION

These warranties apply to vehicles manufactured to United States specifications which are distributed by Hyundai Motor America and registered and normally operated in the 50 United States and Washington, D.C. Vehicles manufactured to other than United States specifications, distributed by other than HMA, and registered and normally operated outside the 50 United States and Washington D.C., are entitled to warranty service on the basis of the warranty applicable to such other distributing country.

HYUNDAI NEW VEHICLE LIMITED WARRANTY

JUDGMENT OF ALL WARRANTY MATTERS

Hyundai Motor America reserves the right to furnish the final decisions in all warranty matters.

WHAT IS COVERED

Repair or replacement of any component originally manufactured or installed by Hyundai Motor Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama (HMMA), Kia Motors Manufacturing Georgia (KMMG) or Hyundai Motor America (HMA) that is found to be defective in material or workmanship under normal use and maintenance, except any item specifically referred to in the section "What is Not Covered". Towing expense to the nearest Hyundai Dealership or Authorized Service Facility is covered when the vehicle is inoperable due to a warrantable defect. Repairs will be made using new Hyundai Genuine Parts or Hyundai authorized remanufactured parts.

WARRANTY PERIOD

The warranty period is limited to 5 years from the date of original retail delivery or date of first use, or 60,000 miles, whichever occurs first.

SECTION 5

HYUNDAI NEW VEHICLE LIMITED WARRANTY

BATTERY

During the first 2 years from the date of original retail delivery or date of first use, regardless of mileage, an original equipment battery found to be defective in material or workmanship will be replaced free of charge. Should the battery fail after 2 years of service from the date of original retail sale or date of first use, it will be replaced under warranty at a 75% cost of battery charge to the customer up to a maximum of 3 years from the date of original retail sale or date of first use. Any installation charge will be covered during the 3 year replacement period.

ADJUSTMENTS

Most service adjustments required as a result of a manufacturing deficiency are covered for the first year or 12,000 miles, whichever occurs first. Thereafter, all adjustments will be considered owner maintenance responsibility.

AIR CONDITIONER REFRIGERANT CHARGE

Air conditioner refrigerant charge is covered for the first year from the date of original retail delivery or date of first use with no mileage limitation, unless the refrigerant charge is done as part of a warrantable repair.

RADIO AND SOUND SYSTEMS

An equipment radio, CD player, DVD player, Bluetooth, and Navigational System are covered for the first 3 years from the date of original retail delivery or date of first use, or 36,000 miles, whichever occurs first.

PAINT

Paint repairs are covered for the first 3 years from the date of original retail delivery or date of first use or 36,000 miles, whichever occurs first.

Some minor cosmetic imperfections that are visible at delivery are covered for 1 year from the date of original retail delivery or date of first use, or 12,000 miles, whichever occurs first.

SECTION 5

HYUNDAI NEW VEHICLE LIMITED WARRANTY

OWNER'S RESPONSIBILITIES

- * Proper use, maintenance and care of your vehicle in accordance with the instructions contained in this handbook and in your Owner's Manual.
- * Retain maintenance service records. It may be necessary for you to show that the required maintenance has been performed, as specified in the Owner's Manual.
- * Deliver the vehicle during regular service business hours to any authorized Hyundai Dealer to obtain warranty service.
- * Check for trim, paint or other appearance concerns at the time the new vehicle is delivered.

WHAT IS NOT COVERED

- * Normal maintenance services such as: cleaning & polishing, minor adjustments, lubrication, oil/fluid changes, filters, anti-freeze coolant replenishment, wheel alignment and tire rotation unless such services are performed as part of a covered warrantable repair.
- * Normal maintenance items (#) are warranted in normal service, only when the replacement is the result of a defect in material or factory workmanship, for 12 months from the date of original retail delivery or date of first use, or 12,000 miles, whichever occurs first, or up to the first scheduled maintenance replacement interval. (# - such as belts, brake pads and linings, clutch linings, filters, wiper blades and all bulbs, except halogen bulbs which are covered up to 3 years from the date of original retail delivery or date of first use, or 36,000 miles, whichever occurs first.)
- * Normal deterioration or wear of any part.
 - Spark plugs
 - Worn brake pads/linings
 - Worn clutch linings
 - Filters
 - Worn wiper blades
 - Bulbs and fuses (except halogen bulbs which are covered up to 3 years from the date of original retail delivery or date of first use, or 36,000 miles, whichever occurs first.)

SECTION 5

HYUNDAI NEW VEHICLE LIMITED WARRANTY

- Other wear and consumable items
- * Any vehicle where the odometer mileage has been altered.
- * Any vehicle that has been scrapped and a certificate of salvage has been issued for the vehicle.
- * Damage or failure resulting from:
 - Negligence of proper maintenance as required in the Owner's Manual.
 - Misuse, abuse, accident, theft, water/flooding or fire.
 - Use of improper or insufficient fuel, fluids or lubricants.
 - Use of parts other than Hyundai Genuine Parts, or parts of non-equivalent quality and design.
 - Any device and/or accessories not supplied by Hyundai.
 - Modifications, alterations, tampering or improper repair.
 - Parts or accessories used in applications for which they were not designed or not approved by HMA.
 - Slight irregularities not recognized as affecting quality or function of the vehicle or parts, such as slight noise or vibration, or items considered characteristic of the vehicle.
 - Tires (See separate tire manufacturer's warranty).
 - Airborne "fallout", industrial fall-out, acid rain, salt, hail and wind storms, or other Acts of God.
 - Paint scratches, dents, or similar paint or body damage.
 - Action of road elements (sand, gravel, dust or road debris) which result in stone chipping of paint and glass.

OBTAINING WARRANTY SERVICE

Warranty service will be provided by an authorized Hyundai Dealer without charge for parts or labor. This warranty will not apply to warranty service performed by those other than an authorized Hyundai Dealer.

TIRE INFORMATION

Tires originally equipped on Hyundai vehicles are warranted directly by the tire manufacturer.

In the event that you need assistance in locating an authorized tire dealership, please contact your authorized Hyundai Dealer, or Hyundai Customer Connect Center.

SECTION 6**HYUNDAI POWERTRAIN LIMITED WARRANTY (ORIGINAL OWNER)****WHAT IS COVERED**

Repair or replacement of powertrain components listed below, originally manufactured or installed by Hyundai Motor Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama (HMMA), Kia Motors Manufacturing Georgia (KMMG) or Hyundai Motor America (HMA) that are found to be defective in material or factory workmanship under normal use and maintenance, except any item specifically referred to in the section "What is Not Covered". Towing expense to the nearest Hyundai Dealership or authorized service location is covered when the vehicle is inoperable due to a warrantable defect within 5 years from the date of original retail delivery or date of first use, or 60,000 miles, whichever occurs first. "Owner's Responsibilities" and "Obtaining Warranty Service" are the same as specified under the Hyundai New Vehicle Limited Warranty. Repairs will be made using new Hyundai Genuine Parts or Hyundai authorized remanufactured parts.

WARRANTY PERIOD

For original owners only, this Powertrain Limited Warranty will begin upon expiration of the 5 year/60,000 mile New Vehicle Limited Warranty, and will continue to cover the Engine and Transmission/Transaxle powertrain components listed on the following page up to 10 years from the date of original delivery or the date of first use, or 100,000 miles, whichever occurs first. The Powertrain Limited Warranty is not transferable to any subsequent owner. For subsequent owners, powertrain components are covered under the New Vehicle Limited Warranty for 5 years/60,000 miles, whichever occurs first.

The Powertrain Limited Warranty excludes coverage for vehicles placed in commercial use (e.g. taxi, route delivery, rental, etc.).

SECTION 6**HYUNDAI POWERTRAIN LIMITED WARRANTY (ORIGINAL OWNER)****ENGINE**

Cylinder block/head and all internal parts, manifolds, timing gears, timing chain, timing cover, gaskets and seals, oil pump, water pump, fly-wheel, oil pan assembly, rocker cover and engine mounts, and turbocharger.

TRANSMISSION/TRANSAXLE

Case and all internal parts, axle shafts (front/rear), constant velocity joints, front/rear hub bearings, propeller shafts, seals and gaskets, torque converter and converter housing and clutch cover and housing, transfer case for Santa Fe, Tucson and rear differential for Santa Fe, Tucson and Genesis.

WHAT IS NOT COVERED

Items not covered by this warranty and any exclusion or limitations relating to this warranty are the same as those set forth in the "What is Not Covered" section of the Hyundai New Vehicle Limited Warranty already described in this handbook. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

ORIGINAL OWNER

Original Owner is defined as the first retail purchaser of the vehicle who took delivery of the vehicle on its date of first use. If the vehicle was first placed in service as a lease vehicle, and the lessee purchases the vehicle at the end of the lease, the 10 year/100,000 mile Powertrain Limited Warranty remains in effect.

If the vehicle was first placed in service as a Hyundai Motor America (HMA) Manager Demonstrator Vehicle, or Hyundai Service Loan Car, the original (first) retail purchaser of the vehicle is considered the original owner, and the 10 year / 100,000 mile Powertrain Limited Warranty remains in effect. This warranty is not transferable to any subsequent owner. Subsequent owners have powertrain components covered under the 5 year/60,000 mile Hyundai New Vehicle Limited Warranty. The 10 year/100,000 mile Powertrain Limited Warranty also excludes coverage for vehicles placed in commercial use (e.g. taxi, route delivery, rental, etc.).

SECTION 7**HYUNDAI ANTI-PERFORATION LIMITED WARRANTY****WHAT IS COVERED**

Any Hyundai vehicle body sheet metal found, under normal use, to have developed a perforation (rust hole through the body panel) from corrosion due to defects in material or factory workmanship.

WARRANTY PERIOD

7 years/Unlimited mileage from the date of original retail delivery or date of first use.

OWNER'S RESPONSIBILITIES

Your responsibilities are the same as those described in the Hyundai New Vehicle Limited Warranty with the exception of one additional requirement:

- * Retain any body repair records. It may be necessary for you to show that the required anti-corrosion material has been applied to any previously replaced or repaired body components.
- * Exhaust system components.
- * Corrosion of any part of the vehicle other than body panels.
- * Corrosion of body panels that have been previously repaired or refinished from the original factory finish after the date of retail sale, except for body panels repaired under this Anti-Perforation Limited Warranty.
- * INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

SECTION 7**HYUNDAI ANTI-PERFORATION LIMITED WARRANTY**

- * Corrosion of any body panel replaced after the date of retail sale, except panels replaced under this Anti-Perforation Limited Warranty.
- * Corrosion other than perforation. Cosmetic or surface corrosion due to defects in material or factory workmanship is covered under Paint Coverage for 36 months or 36,000 miles, whichever occurs first.
- * Corrosion of the exterior surface of the underbody panels such as floor pan.
- * Corrosion resulting from: misuse, accident or fire, stone chipping, airborne "fallout", industrial and/or chemical fallout, acid rain, tree sap, hail, wind storm, flood, or other Acts of God.
- * Corrosion caused by lack of proper maintenance, misuse, or abuse.
- * Matching of paint. Painting of the entire vehicle for matching of paint is not covered. Painting of the replaced or repaired panel to match the vehicle's original finish is to be decided by HMA on a case by case basis.
- * The duration of any implied warranties, including those of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, regarding perforation defects are limited to the duration of this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions set forth regarding this limited warranty may not apply to you.

SECTION 8**EMISSION DEFECT WARRANTY - FEDERAL VEHICLE****FEDERAL EMISSION CONTROL WARRANTY STATEMENT**

In accordance with the Federal Clean Air Act, as amended, Hyundai Motor America (HMA) warrants to the original and each subsequent owner of each new 2015 Hyundai vehicle that the vehicle: (1) was designed, built and equipped to conform at the time of sale to applicable federal regulations and (2) is free from defects in material and workmanship at the time of sale which would cause the vehicle to fail to conform with such regulations for a period of 5 years from the date of original retail delivery or date of first use or 60,000 miles, whichever occurs first, or up to first required scheduled maintenance, whichever occurs first. Additionally, certain major emissions control components listed under the following "8 Years/80,000 Mile Emission Warranty Parts List" will be covered for a period of 8 years from the date of original retail delivery or date of first use, or 80,000 miles, whichever occurs first. Any part of this vehicle covered under this warranty which proves to be defective will be repaired or replaced by any authorized Hyundai Dealer using new or remanufactured Hyundai Genuine Parts. This warranty coverage applies to the vehicle regardless of a change in ownership and is transferable to subsequent owners. Failures, other than those resulting from defects in material or workmanship, which arise solely as a result of owner abuse and/or lack of proper main-

tenance, are not covered by the warranty. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

WARRANTY JURISDICTION

This warranty applies to vehicles manufactured to either Federal specifications or California specifications which are distributed by Hyundai Motor America and registered and normally operated in the 50 United States and Washington, D.C.

WHAT IS COVERED

The primary components covered are listed on the following "5 Year/60,000 Mile Emission Warranty Parts List" and "8 Year/80,000 Mile Emission Warranty Parts List".

Some items require scheduled replacement as part of the scheduled maintenance of the vehicles. Replacement of these items is warranted in normal service up to the first replacement interval or up to the limits of the applicable emission warranty coverage period, whichever occurs first. (Refer to your Owner's Manual and its Scheduled Maintenance Section)

SECTION 9

EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE

WARRANTY JURISDICTION

This warranty applies to vehicles manufactured to either Federal specifications or California specifications which are distributed by Hyundai Motor America and registered and normally operated in the 50 United States and Washington, D.C. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

WHAT IS COVERED

Some states and local jurisdictions have established periodic vehicle inspection and maintenance (I/M) programs to encourage proper maintenance of your vehicle. If an I/M program in your area has U.S. Environmental Protection Agency (EPA) approval, you may be eligible for HMA's performance warranty coverage under the following conditions:

1. The vehicle has been maintained and operated in accordance with the scheduled maintenance instructions described in the Owner's Manual provided with your vehicle.
2. The vehicle fails to conform during the warranty period to the applicable emission standards as determined by an emissions test approved by the Environmental Protection Agency (EPA).

3. The failure to conform results, or will result, in the owner of the vehicle having to bear a penalty or other sanctions, such as denial of the right to operate or use the vehicle or a fine under local, state or federal law.

If all of the above conditions are met, HMA warrants that any authorized Hyundai Dealer will replace, repair or adjust to Hyundai's specifications, at "NO CHARGE", any of the components listed on the following Emission Warranty Parts-Federal Vehicle chart, which may be necessary to cause your vehicle to conform to the applicable federal emission standards.

SECTION 9**EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE****WARRANTY PERIOD**

This warranty is effective for 5 years from the date of original retail delivery or if the vehicle is first placed in service as a “demonstrator” or “Company” car prior to delivery, on the date it is first placed in service, or 60,000 miles, whichever occurs first, or up to the first required scheduled maintenance, whichever occurs first. Additionally, certain major emission control components listed under the following “8 Year/80,000 Mile Emission Warranty Parts List” will be covered for a period of 8 years from the date of original retail delivery or date of first use, or 80,000 miles, whichever occurs first. This warranty coverage applies to the vehicle regardless of a change in ownership and is transferable to subsequent owners.

Note:

Federal Emission Warranty

The Federal government requires minimum emission warranty coverage for the first 2 years or 24,000 miles of vehicle use, with coverage for the first 8 years or 80,000 miles for catalytic converters, the electronic engine control module, and the onboard emissions diagnostic device.

Hyundai provides greater warranty coverage of 5 years or 60,000 miles for all emission related components and provides 8 years or 80,000 miles coverage on the specific components noted.

EMISSION WARRANTY PARTS LIST

Some items require scheduled replacement and are warranted up to the first replacement interval or up to the limits of the applicable emission warranty coverage period, whichever occurs first. (Refer to the Scheduled Maintenance section in your Owner’s Manual). The following is a listing of Emission Parts covered under the emission warranties. For more details about the specific parts that are covered by the Emission Defect Warranty, contact your dealer. If failure of one of the following components results in failure of any other vehicle part, both parts will be covered by the Emission Performance Warranty.

- **8 YEAR/80,000 MILE EMISSION DESIGN AND DEFECT WARRANTY PARTS LIST**

If the vehicle has been in use more than 60 months from the date of original delivery or date of first use, or 60,000 miles but less than 8 years from the date of original delivery or date of first use, or 80,000 miles, whichever occurs first, the following major emissions control components will be covered up to 8 years from the date of original delivery or date of first use, or 80,000 miles, whichever occurs first.

Catalytic Converter

Engine Control Module

Onboard Emission Diagnostic Device

5 YEAR / 60,000 MILE EMISSION WARRANTY PARTS - FEDERAL VEHICLE

Air Induction System

Air Cleaner Assembly
Intake Manifold
Surge Tank
Turbocharger Assembly
Intercooler Assembly

Fuel Metering System

Coolant Temperature Sensor
Air Flow Sensor
Manifold Absolute Pressure Sensor
Wheel Speed Sensor
Fuel Injectors
Fuel Delivery Line
Fuel Pump
High Pressure Pump (GDI)
Pressure Sensor
Throttle Body
Throttle Position Sensor
Idle Speed Control System
Oxygen Sensor
Engine Control Module **8/80: All vehicles*
Knock Sensor

Ignition System

Spark Plugs and Ignition Wires
Ignition Coil
Camshaft Position Sensor
Crankshaft Position Sensor

Valve Timing System

Oil Control Valve Assy
Oil Temperature Sensor

Evaporative Control System

Vapor Storage Canister
Canister Close Valve
Canister Purge Control Valve
Fuel Tank
Fuel Tank Pressure Sensor
Fuel Filler Cap
Vapor Liquid Separator
ORVR (Vent) Valve
Rollover (Cut) Valve

Positive Crankcase Ventilation System

PCV Valve and Hose

Catalyst and Exhaust System

Exhaust Manifold Catalytic Assembly **8/80: All vehicles*
Exhaust Manifold
Exhaust Pipe (from manifold to catalyst)
Catalytic Converter Assembly **8/80: All vehicles*

Charging System

Alternator
Battery Sensor
OAD

Miscellaneous Items Used In Above Systems

Hoses, clamps, gasket or seals
Wires, harnesses, connectors
All sensors (switches, solenoids, valves) associated with the ECM

Onboard Emissions Diagnostic Device

Malfunction Indicator Light and Bulb
Data Link Connector

Spark plugs shall be warranted for the emissions warranty period, or the first scheduled replacement time or mileage, whichever occurs first.

NOTE 1 : Parts designated by "8/80" are warranted for 8 years or 80,000 miles, whichever occurs first.

NOTE 2 : Specific emission parts covered up to 5 years or 60,000 miles, whichever occurs first, or up to the first required scheduled maintenance, whichever occurs first (See Owner's Manual for required scheduled maintenance).

SECTION 9**EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE****WHAT IS NOT COVERED BY THESE EMISSION WARRANTIES**

THE EMISSION DEFECT WARRANTY AND THE EMISSION PERFORMANCE WARRANTY SHALL NOT APPLY TO:

- Normal maintenance service (such as filters)
- Malfunctions in any part directly caused by misuse, modification, improper adjustment, alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline or contaminated fuel.
- Damage resulting from an accident or an Act of God.
- Any vehicle on which the odometer reading has been altered so that mileage cannot be readily determined.
- Failures that are a direct result of a lack of performance of required emission control maintenance as outlined in your Owner's Manual.
- Parts or accessories used in applications for which they were not designed or not approved by HMA.
- Parts not supplied by HMA or damage to other parts caused directly by using non-Hyundai parts, non-EPA certified replacement parts in the maintenance or repair of the vehicle which ultimately prove to be defective in material or workmanship, or not equivalent from an emission control standpoint to the original equipment part.

- INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

The duration of any implied warranties, including those of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE regarding emission systems defects are limited to the duration of these emission system warranties. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions set forth regarding these warranties may not apply to you.

OWNER'S RESPONSIBILITY

It is the owner's obligation to properly maintain and use the vehicle in accordance with Hyundai's written instructions in your Owner's Manual. Failures caused by inadequate or improper maintenance are not covered by the warranty. To help resolve questions as to whether the proper vehicle maintenance has been performed, HMA urges that the owner retain all maintenance service records and receipts indicating that service has been performed on the vehicle.

SECTION 9**EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE****REPLACEMENT PARTS**

It is recommended that any replacement parts used for maintenance or for the repair of emission control systems be new or remanufactured Hyundai Genuine Parts.

THE WARRANTY OBLIGATIONS ARE NOT DEPENDENT UPON THE USE OF ANY PARTICULAR BRAND OF REPLACEMENT PARTS. THE OWNER MAY ELECT TO USE NON-GENUINE HYUNDAI PARTS FOR REPLACEMENT PURPOSES. THE USE OF REPLACEMENT PARTS WHICH ARE NOT EQUIVALENT MAY IMPAIR THE EFFECTIVENESS OF THE EMISSION CONTROL SYSTEM.

If other than Hyundai Genuine Parts are used for maintenance replacements or for the repair of components affecting emission control, the owner should determine that such parts are warranted by their manufacturer to be equivalent to Hyundai Genuine Parts in performance and durability.

"New or Remanufactured Hyundai Genuine Parts" when used in connection with Hyundai vehicles, means parts manufactured by or approved by Hyundai, designed for use on Hyundai vehicles and distributed by HMA.

MAINTENANCE SERVICE

MAINTENANCE, REPLACEMENT OR REPAIR OF THE EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY QUALIFIED AUTOMOTIVE REPAIR ESTABLISHMENT OR INDIVIDUAL USING ANY PART CERTIFIED PURSUANT TO APPLICABLE EMISSION REGULATIONS: HOWEVER, WARRANTY SERVICE MUST BE PERFORMED BY AN AUTHORIZED HMA DEALER.

Claims under the Emission Performance Warranty may not be denied due to the failure of a properly installed certified non-Hyundai Genuine Part.

Claims may be denied on the basis of an uncertified replacement part used in the maintenance or repair of a vehicle if Hyundai presents evidence that the uncertified replacement part is either defective in materials or workmanship or not equivalent from an emission standpoint to the original equipment part and the vehicle owner is unable to rebut the evidence.

SECTION 9**EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE**

Receipts covering the performance of maintenance service should be retained in the event questions arise concerning maintenance. These receipts should be transferred to each subsequent owner of this vehicle. HMA reserves the right to deny warranty coverage if the vehicle has not been properly maintained. However, denial will not be based solely on the absence of maintenance records.

These warranties apply only to vehicles manufactured to United States specifications which are distributed by Hyundai Motor America and registered and normally operated in the 50 United States and Washington D. C., the commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa, and includes the commonwealth of the Northern Mariana Islands. Vehicles manufactured to other than United States specifications, distributed by other than HMA and registered and normally operated outside the 50 United States and Washington DC., the commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa, or the Commonwealth of the Northern Mariana Islands are entitled to service of the emission control systems on the basis of the warranty applicable to such other distribution country.

CLAIMS PROCEDURE

To obtain warranty service under these warranties, the owner should return the vehicle to an authorized Hyundai Dealer place of business during its normal service business hours, where such service will be performed at no charge for parts, labor, diagnosis and tax.

If an owner's warranty claim under the 2015 Emission Performance Warranty is denied, HMA will provide the owner with a written explanation of why the claim was denied 1) within 30 days from the time you bring the car to Hyundai Dealer, or 2) within the time required by local, state, or federal law for the vehicle to be repaired without incurring further penalty, whichever is shorter. Failure to provide an explanation within the 30-day period shall obligate HMA to remedy the nonconformity under the Emission Performance Warranty except:

- o When delay is requested by the vehicle owner.
- o When delay is caused by factors beyond the control of HMA or authorized Hyundai Dealer.

SECTION 9**EMISSION PERFORMANCE WARRANTY - FEDERAL VEHICLE**

If your Hyundai Dealer cannot repair your vehicle or process your claim within a reasonable time, please contact the Hyundai Customer Connect Center for assistance.

Further information can be obtained from and complaints registered with:

Director
Field Operations and Support Division (6406J)
Environmental Protection Agency
401 "M" Street. S.W.
Washington, D.C. 20460
Attention: Warranty Claim

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE****CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT****YOUR WARRANTY RIGHTS AND OBLIGATIONS**

The California Air Resources Board and Hyundai Motor America (HMA) are pleased to explain the Emission Control System Warranty on your 2015 Hyundai vehicle certified for sale in California.

In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. HMA must warrant the emission control system on your Hyundai vehicle for the periods of time listed below, provided there has been no abuse, neglect or improper maintenance of your Hyundai vehicle.

Your emission control system includes parts such as the fuel injection system, ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies. Where a warrantable condition exists, HMA will repair your Hyundai vehicle at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE:

1. For 5 years or 60,000 miles (whichever occurs first):
 - If your Hyundai vehicle fails a Smog Check inspection, all necessary diagnosis, repairs and adjustments will be made by HMA to ensure that your vehicle passes the inspection. This is your Emission Control System PERFORMANCE WARRANTY.
 - If any emission-related part on your vehicle is defective, the part will be repaired or replaced by HMA. This is your short-term Emission Control System DEFECT WARRANTY.
2. Long-term Emission Control System DEFECT WARRANTY

If an emission-related part listed in this Owner's Handbook on the Warranty Parts List specifically noted with coverage for "7 years or 70,000 miles" or "8 years or 80,000 miles" is defective, the part will be repaired or replaced by HMA. This is your long-term Emission Control System DEFECT WARRANTY.

 - o Specific emission components are covered for 7 years or 70,000 miles, whichever occurs first, see Page 37, NOTE1.
 - o Specific emission components are covered for 8 years or 80,000 miles, whichever occurs first, see Page 37, NOTE2.

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE**

3. For 2015 Elantra, Sonata and Tucson models certified as a partial zero-emission vehicles, (PZEV) only, all parts covered under the PERFORMANCE WARRANTY and the DEFECT WARRANTY, which are listed in this Owner's Handbook on the Emission Warranty Parts List, are warranted for 15 years or 150,000 miles (whichever occurs first), unless otherwise noted. See page 37, NOTE4.

OWNER'S WARRANTY RESPONSIBILITIES

As the Hyundai vehicle owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. HMA recommends that you retain all receipts covering maintenance on your Hyundai vehicle, but HMA cannot deny emission warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your Hyundai vehicle to a Hyundai Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the Hyundai vehicle owner, you should also be aware that HMA may deny your warranty coverage if your Hyundai vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Hyundai Customer Connect Center at 800-633-5151 or the California Air Resources Board at 9528 Telstar Avenue, El Monte CA 91731.

INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

Specific emission parts are covered up to 5 years or 60,000 miles, whichever occurs first, or up to the first required scheduled maintenance, whichever occurs first, see Page 37, NOTE3.

WARRANTY JURISDICTION

This warranty applies exclusively to vehicles manufactured to California specifications which are distributed by Hyundai Motor America and registered in the states of California, Con-

SECTION 10

EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE

necticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington. Its coverage exists in addition to that of the Emission Defect Warranty-Federal Vehicle and the Emission Performance Warranty-Federal Vehicle.

1. The 15 year or 150,000 mile extended warranty applies to parts covered under the Performance and Defect Warranty as listed in this Owner's Handbook to PZEV-certified only vehicles sold and registered in the listed states, including the state of New York, with the exception of Delaware, Oregon, Pennsylvania and Washington. The 15 year or 150,000 mile extended warranty does not apply in Delaware, Oregon, Pennsylvania and/or Washington.

SPECIAL NOTE : According to Federal Regulations, your vehicle may also be eligible for additional warranty coverage under the Federal Emission Warranty. California requires minimum emission warranty coverage of the first 3 years or 50,000 miles of vehicle use, with coverage for the first 7 years or 70,000 miles for certain "high cost" emission related parts, determined by a California government specified formula.

Hyundai provides greater warranty coverage of 5 years or 60,000 miles for all emission related components and 8 years or 80,000 miles coverage for catalytic converters, the electronic engine control module, and the onboard emissions diagnostic device.

WARRANTY PARTS LIST

The 5 year/60,000 mile Emission Control System Defect Warranty covers any part that can affect emissions.

Some of these consist of the following parts:

5 YEAR / 60,000 MILE EMISSION WARRANTY PARTS - CALIFORNIA VEHICLE

Air Induction System

Air Cleaner Assembly
 Intake Manifold *7/70: Genesis 3.8L/5.0L, Sonata 2.0L-Turbo/2.4L
 Surge Tank *7/70: Genesis 3.8L
 Turbocharger Assembly *7/70: Sonata 1.6L-Turbo/2.0L-Turbo
 Intercooler Assembly

Fuel Metering System

Coolant Temperature Sensor
 Air Flow Sensor
 Manifold Absolute Pressure Sensor
 Wheel Speed Sensor
 Fuel Injectors
 Fuel Delivery Line
 Fuel Pump
 High Pressure Pump (GDI) *7/70: Genesis 3.8L/5.0L, Sonata 2.0L-Turbo/2.4L
 Pressure Sensor
 Throttle Body
 Throttle Position Sensor
 Idle Speed Control System
 Oxygen Sensor
 Engine Control Module *8/80: All vehicles
 Knock Sensor

Ignition System

Spark Plugs and Ignition Wires
 Ignition Coil
 Camshaft Position Sensor
 Crankshaft Position Sensor

Valve Timing System

Oil Control Valve Assy
 Oil Temperature Sensor

Evaporative Control System

Vapor Storage Canister
 Canister Close Valve
 Canister Purge Control Valve
 Fuel Tank *7/70: Genesis 3.8L/5.0L, Sonata 1.6L-Turbo/2.0L-Turbo/2.4L
 Fuel Tank Pressure Sensor
 Fuel Filler Cap
 Vapor Liquid Separator
 ORVR (Vent) Valve
 Rollover (Cut) Valve

Positive Crankcase Ventilation System

PCV Valve and Hose

Catalyst and Exhaust System

Exhaust Manifold Catalytic Assembly *8/80: All vehicles
 Exhaust Manifold
 Exhaust Pipe (from manifold to catalyst) *7/70: Sonata 2.0L-Turbo/2.4L
 Catalytic Converter Assembly *8/80: All vehicles

Charging System

Alternator *7/70: Genesis 5.0L, Sonata 1.6L-Turbo/2.0L-Turbo/2.4L
 Battery Sensor
 OAD

Miscellaneous Items Used In Above Systems

Hoses, clamps, gasket or seals
 Wires, harnesses, connectors
 All sensors (switches, solenoids, valves) associated with the ECM

Onboard Emissions Diagnostic Device

Malfunction Indicator Light and Bulb
 Data Link Connector

Spark plugs shall be warranted for the emissions warranty period, or the first scheduled replacement time or mileage, whichever occurs first.

NOTE1: Parts designated by "7/70" are warranted for 7 years or 70,000 miles, whichever occurs first.

NOTE2: Parts designated by "8/80" are warranted for 8 years or 80,000 miles, whichever occurs first.

NOTE3: Specific emission parts covered up to 5 years or 60,000 miles, whichever occurs first, or up to the first required scheduled maintenance, whichever occurs first (See Owner's Manual for required scheduled maintenance).

NOTE4: The above parts for an Elantra, Sonata, Tucson vehicles, certified as a partial zero-emission vehicle(PZEV) only, are warranted for 15 years or 150,000 miles, whichever occurs first. For the vehicles registered in states listed in Section 10 of the Warranty Jurisdiction (see page 35).

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE**

Some items are scheduled for replacement as part of the required maintenance for the vehicle.

Replacement of these items is warranted up to the first replacement interval or up to the limits of the applicable Emission Warranty coverage period, whichever occurs first (Refer to the Scheduled Maintenance chart in your Owner's Manual). Any such part repaired or replaced under warranty shall be warranted for the remainder of the warranty period for that part.

If the failure of a warranted component causes damage to any other vehicle part, both parts will be covered by the Emission Warranties.

WARRANTY START DATE:

The above-mentioned warranty periods shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator or company car prior to sale at retail, on the date the vehicle is first placed in such service.

WHAT IS NOT COVERED

THE EMISSION CONTROL SYSTEM DEFECTS WARRANTY AND THE EMISSION CONTROL SYSTEM PERFORMANCE WARRANTY SHALL NOT APPLY TO:

- Malfunctions in any part directly caused by abuse, misuse, modification, improper adjustment except those done by a dealership during warranty service work, alterations, tampering, disconnections, improper or inadequate maintenance, neglect or use of leaded gasoline or other fuels not recommended in the Owner's Manual.
- Damage resulting from an accident or an Act of God.
- Any vehicle on which the odometer reading has been altered so that actual mileage cannot be readily determined.
- Failures that are a direct result of a lack of performance of required emission control maintenance as outlined in your Owner's Manual.
- Parts or accessories used in applications for which they were not designed or not approved for use on the vehicle by HMA.
- Parts not supplied by HMA or damage to other parts caused directly by non-Hyundai parts or non-equivalent parts.
- The charge for diagnostic labor which does not lead to the determination that a warrantable condition exists.

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE**

- * INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.
- * The duration of any implied warranties, including those of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, regarding emissions systems defects are limited to the duration of this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage, so the limitations or exclusions set forth regarding this limited warranty may not apply to you.

REPLACEMENT PARTS

It is recommended that any replacement parts used for maintenance, repair or replacement of the emission control system be parts supplied by HMA.

Maintenance, repair or replacement of the emission control system may be performed by any qualified automotive repair facility or individual, using parts other than Hyundai Genuine Parts without invalidating this warranty.

However, the cost of such maintenance and parts will not be covered under this warranty unless it is an "Emergency Repair" situation. (Refer to "Emergency Repair" for definition of emergency repair situation)

Use of replacement parts which are not equivalent in quality to Hyundai Genuine Parts may impair the effectiveness of the emission control system. You should make sure such parts are warranted by their manufacturer to be equivalent in design and quality to Hyundai supplied parts. HMA assumes no liability under this warranty for any vehicle damage caused by a defect in any such parts.

OBTAINING WARRANTY SERVICE

To obtain warranty service, you must return your Hyundai vehicle to any authorized Hyundai Dealer in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington during its normal service business hours, where such service will be performed.

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE**

When failing a Smog Check test, an authorized Hyundai Dealer may ask the owner to provide proof that the required maintenance was performed when the dealer has reason to believe that the required maintenance;

- o Was not performed and
- o If not performed, may be the cause for the particular vehicle exceeding applicable emission standards.

For a Smog check test failure, if your Warranty Claim under the 2015 Emission Control Systems Limited Warranties is denied, HMA or its dealer will provide you with a written explanation of why the claim was denied within 30 days from the time you bring the car to Hyundai Dealer.

If the authorized Hyundai Dealer does not notify the vehicle owner within 30 days that a warrantable condition does not exist, then HMA will repair the vehicle free of charge, unless:

- o The delay is requested by you, the Hyundai vehicle owner.
- o The delay is caused by factors beyond the control of HMA or an authorized Hyundai Dealer.

The lack of availability of warranted parts within 30 days shall constitute an emergency situation (see EMERGENCY REPAIR).

EMERGENCY REPAIR

In an emergency, where an authorized Hyundai Dealer is not reasonably available, warranty repairs may be made at any available service facility, or by the owner using any replacement part. A repair not being completed within 30 days also constitutes an emergency.

HMA will reimburse you for your expenses including diagnostic charges, for repairs covered by this warranty, for parts at HMA's suggested retail price, and for labor at a geographically appropriate labor rate per HMA's recommended time allowance. For reimbursement, present all replaced parts and a copy of your paid receipt to any authorized Hyundai Dealer. HMA assumes no liability for the workmanship of the repair facility.

SECTION 10**EMISSION CONTROL SYSTEMS WARRANTY - CALIFORNIA VEHICLE****CALIFORNIA VEHICLE INSPECTION PROGRAM**

If your 2015 Hyundai vehicle fails to pass a Smog Check test after a period of use of 5 years or 60,000 miles, but before a period of use of 8 years or 80,000 miles, whichever occurs first, you may choose to have your vehicle repaired at an authorized Hyundai Dealer or another service facility.

In the event that the Hyundai Dealer determines that the smog check failure was caused by the failure or malfunction of a part listed in this Owner's Handbook specially noted with coverage for 8 years or 80,000 miles, then your Hyundai vehicle will be repaired under this limited warranty at no expense to you, unless the part failure or malfunction was caused by abuse, neglect, or improper maintenance.

However, if the authorized Hyundai Dealer determines that the smog check failure was directly caused by abuse, neglect, or improper maintenance, then you will be responsible for all diagnostic and repair costs related to detecting and repairing your Hyundai vehicle so it will pass the Smog Check test. If you choose to have your Hyundai vehicle repaired at a service facility other than an authorized Hyundai Dealer, HMA will not be liable for any diagnostic and repair expenses, except where such repair is necessary by reason of an emergency.

If your Hyundai vehicle is determined to fail the Smog Check test by such service facility, you may deliver your Hyundai vehicle to an authorized Hyundai Dealer and have it repaired free of charge in accordance with this warranty.

OBTAINING WARRANTY SERVICE

In the event of a Claim, you must return your vehicle to an authorized Hyundai Dealer for examination and approval by Hyundai prior to any repair or replacement. Warranty service will be provided by authorized Hyundai Dealer without charge for parts or labor.

SECTION 11**REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY****WHAT IS COVERED**

Warranty coverage is for repair or replacement of any Hyundai Genuine Replacement Part or Accessory supplied from Hyundai Motor America which is found to be defective in material or workmanship under normal use and maintenance, except any item specifically referred to in the section "What is Not Covered".

Repairs are to be performed using New Hyundai Genuine Parts or Hyundai authorized remanufactured parts.

Parts/Accessories that were sold and installed by an Authorized Hyundai Dealer will be repaired or replaced without charge for parts/accessories and labor. If the parts/accessories were not originally installed by an Authorized Hyundai Dealer, they will be repaired or replaced without charge for parts/accessories, but labor charges will not be covered. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

REPLACEMENT PART WARRANTY PERIOD

The Replacement Parts Limited Warranty period is limited to 1 year from the date of installation, or twelve thousand (12,000) miles of service, whichever occurs first, for Hyundai Genuine replacement parts supplied by HMA and purchased from and installed by an authorized Hyundai Dealer. Parts replaced under the terms of the New Vehicle Limited Warranty, Powertrain Limited Warranty, Emission Defect Warranty, Emission Performance Warranty, or California Emission Control Systems Warranty, are warranted for the remainder of the applicable warranty which the part was previously replaced under.

Certain Emission Control System items require scheduled replacement as part of the scheduled maintenance of the vehicle (i.e. spark plugs). Replacement of these items is warranted in normal service up to the first replacement interval only. (Refer to your Owner's Manual and its scheduled maintenance section). Genuine Hyundai Parts and Accessories supplied by HMA and purchased from an authorized Hyundai Dealer, but not installed by an authorized Hyundai Dealer, are covered for twelve (12) months from the date of purchase from the authorized Hyundai Dealer.

SECTION 11**REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY****ACCESSORY WARRANTY PERIOD**

A Hyundai Genuine accessory installed by an authorized Hyundai dealer on a new vehicle at the time of, prior to, or after the vehicle's date of delivery to the original retail purchaser, or the date the vehicle is first put into service, is covered under the New Vehicle Limited Warranty and is limited to 5 years from the date of original retail delivery or date of first use, or 60,000 miles, whichever occurs first.

A Hyundai Genuine accessory purchased over-the-counter is warranted for 1 year/unlimited mileage.

An air conditioning system installed by an authorized Hyundai Dealer is covered for 1 year or twelve thousand (12,000) miles, whichever occurs first, or the remainder of the New Vehicle Limited Warranty, whichever is greater, from the date of installation. An AM/FM radio, cassette player, CD/DVD player, air conditioning system, Bluetooth or Navigational System purchased over the counter is warranted for 1 year/unlimited mileage. AM/FM radio, cassette player, CD/DVD player, Bluetooth, or Navigation System are covered for 1 year/unlimited mileage if purchased and installed after the vehicle has been retailed or placed into service.

OWNER'S RESPONSIBILITIES

- * Proper use, maintenance, and care of the vehicle (part) in accordance with the instructions contained in the Owner's Manual.
- * Retention of maintenance service records. It may be necessary for the customer to demonstrate and prove that the required maintenance has been performed, as specified in the Owner's Manual.
- * Retention of the customer's copy of the original repair order or original part counter sales receipts. The repair order or sales slip receipt will state the date of the parts sale. For parts originally installed by an authorized Hyundai Dealer, the repair order must also state the mileage of the vehicle at the time of original replacement.
- * Delivery of the part or accessory and supporting documentation indicating the date and, if applicable, mileage at time of purchase and installation during regular parts and/or service hours to any authorized Hyundai Dealer to obtain warranty service.

SECTION 11**REPLACEMENT PARTS AND ACCESSORIES LIMITED WARRANTY****WHAT IS NOT COVERED**

- * Normal maintenance services of parts or accessories such as: cleaning, adjustment or replacement (i.e. spark plugs that are oil fouled, lead fouled, or which fail due to the use of low grade or contaminated fuel).
- * Parts or accessories that fail due to abuse, misuse, neglect, alteration or accident, or which have been improperly lubricated or repaired.
- * Parts or accessories used in applications for which they were not designed or not approved by HMA.
- * Failures due to normal wear.
- * Failures caused by non-Hyundai parts.
- * Any vehicle on which the odometer reading has been altered so that mileage cannot be accurately determined.
- * Any part previously replaced under the terms of the New Vehicle Limited Warranty, Powertrain Limited Warranty, Emission Defect Warranty, Emission Performance Warranty, or California Emission Control Systems Warranty.

* INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

* The duration of any implied warranties, including those of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, are limited to the duration of this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitations of incidental or consequential damages, so the limitation or exclusions set forth regarding this limited warranty may not apply to the owner.

NOTE:

Vehicles which contain non-Hyundai Genuine parts, or which have been misused, or improperly maintained, will not have the coverage under the Replacement Parts and Accessories Limited Warranty denied, unless the non-Hyundai Genuine part, the misuse, or the improper maintenance directly caused or contributed to the subsequent problem.

OBTAINING WARRANTY SERVICE

Warranty Service will be provided by any authorized Hyundai Dealer.

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